


After Recording Return to:
Grand Ronde Housing Department
28450 Tyee Road
Grand Ronde, OR 97347

Skamania County, WA **2025-001581**
Total: \$307.50
AGLS 10/08/2025 02:57 PM
Pgs=5
Request of: COLUMBIA GORGE TITLE

00022443202600015810060055

**HOUSING ASSISTANCE USEFUL LIFE/AFFORDABILITY PERIOD
USE RESTRICTION AGREEMENT**

Address: **101 Pahatu, North Bonneville, WA 98639**

LEGAL DESCRIPTION: Lot 1 of Block 1 of the PLAT OF RELOCATED NORTH BONNEVILLE, according to the recorded Plat thereof, recorded in Book 'B' of Plats, Page 8, also recorded in Book 'B' of Plats, Page 24, in the County of Skamania, State of Washington.

Parcel Number: 02-07-30-1-1-0100-00

LIEN HOLDER:

Grand Ronde Housing Department
28450 Tyee Road
Grand Ronde, OR 97347

This Useful life/affordability period/Use Restriction, a covenant running with the land (hereinafter "Land Restriction"), effective as of the **8th day of October 2025**, for good and valuable consideration, is hereby declared covenanted and made by **ReAnnon M. Jones and Daniel C. Morris** (hereinafter "Owner"), who is the owner(s) of the Property.

The Land Restriction is imposed because Housing Assistance Grant funds to benefit the Property have been granted or loaned by the Confederated Tribes of the Grand Ronde Community of Oregon, a federally recognized Tribe (hereinafter "Tribe").

Check One	Type of Housing Assistance	Amount
X	Down Payment Assistance Grant	\$20,000.00

1. DEED RESTRICTED

- 1.1 Use Restrictions. The Property shall be used only for Owner's residential purposes. During the term of this restriction, the Property may only be transferred to a surviving spouses or children of Owner who shared in the occupancy of the Property at the time of the death of the Owner.
- 1.2 Restricting Owner and Subsequent Owners. All of the rights, restrictions and agreements in this Land Restriction shall be deemed to be covenants and a deed restriction placed on the Property and Owner and binding and enforceable against the Owner and other subsequent owners of the Property; however, subsequent Owners that are family members or household members are

not subject to this Land Restriction. Any subsequent transfer by the family member or household member to a third party (not a family member or household member) is subject to this Land Restriction.

- 1.3 Covenant Running With the Land. The Owner declares and covenants on behalf of itself that this Land Restriction and all accompanying enforcement rights run with the land until the Termination Date.
- 1.4 Term. This Land Restriction, including all of its rights, restrictions, covenants and agreements, shall expire **five (5) years** from the date of this Land Restriction agreement (hereinafter the **Term**), which shall be the **8th day of October 2030**, (hereinafter the **Termination Date**). As of the Termination Date, this Land Restriction shall expire by its own terms and this Land Restriction shall have no further force or effect and shall be extinguished and released without the execution or recording of any further documents.

2. ENFORCEMENT

- 2.1 Right to Enforce. The Tribe has all the rights and remedies necessary to enforce the use restrictions contained in this Land Restriction. This includes, but is not limited to (i) enforcing compliance the use restrictions, (ii) invalidating any conveyance which violates the terms of this Land Restriction, (iii) levying upon the Property to recover in full the money expended, advanced or loaned either on the Property or to the Owner by the Tribe, and (iv) recovering in full the money expended advanced or loaned either on the Property or to the Owner by the Tribe through any means available under tribal law (including the Tribal Debt Collection Ordinance).
- 2.2 Recovery of Amounts Contributed by the Tribe. The Tribe has contributed through a grant the amount set forth above to the Owner or Property upon a violation of the Land Restriction agreement during the duration of this Land Restriction shall be entitled to recover some or all of this amounts as set forth herein:
 - 2.2.1 *For Property Improvement Matching Grants ONLY:* The Recipient must repay 100% of the award if the home is sold within three years of grant receipt.
 - 2.2.2 *For all grants OTHER THAN Property Improvement Matching Grant:*
 - 2.2.2.1 For grant awards \$5,000 and under: Recipient will be required to repay the full amount of the grant if Recipient does not remain in the home for six months following the date of the award
 - 2.2.2.2 For grant awards \$5,000 - \$15,000: The Recipient must stipulate that should the home be sold within a three-year period from the date of the receipt of funding, the Recipient will repay GRHD a prorated portion of the award according to the following schedule:
 - 2.2.2.2.1 Home sold during **year one**: Recipient must repay **75%** of the award.
 - 2.2.2.2.2 Home sold during **year two**: Recipient must repay **50%** of the award.
 - 2.2.2.2.3 Home sold during **year three**: Recipient must repay **25%** of the award.
 - 2.2.2.3 For grant awards that are over \$15,000: The Recipient must stipulate that should the home be sold within a five-year period from the date of the receipt of funding, Recipient must repay to GRHD a prorated portion of the award according to the following schedule:
 - 2.2.2.3.1 Home sold during **year one**: Recipient must repay **80%** of the award.
 - 2.2.2.3.2 Home sold during **year two**: Recipient must repay **60%** of the award.
 - 2.2.2.3.3 Home sold during **year three**: Recipient must repay **40%** of the award.
 - 2.2.2.3.4 Home sold during **year four**: Recipient must repay **20%** of the award.
 - 2.2.2.3.5 Home sold during **year five**: Recipient must repay **10%** of the award amount.
- 2.3 Rights to Recover Other Costs by the Tribe. The Owner, as well as subsequent owners of the Property, shall also be liable to the Tribe for any and all reasonable fees, costs and court expenses that the Tribe may incur in any enforcement actions it takes under this Land Restriction agreement.

3. NOTICE OF PENDING SALE, RENTAL OR CONVEYANCE.

- 3.1 Notice. The Owner, and any subsequent owner of the Property, is obligated to notify the Tribe in writing that they intend to change occupancy, lease, sell, or convey the Property. This Notice shall be given no less than sixty (60) days prior to the Owner binding itself to such action(s).
- 3.2 Confirmation of Compliance with Land Restrictions. After receipt of the Notice, the Owner of the Property must provide any and all information it has and that the Tribe requests and deems necessary to ascertain that the Property shall remain in compliance with this Land Restriction agreement.

- 3.3 Assistance in Conveying to Eligible Occupants. The Tribe may offer to assist the Owner and subsequent owners in finding individuals eligible under this Land Restriction agreement to occupy, rent, lease, purchase, or obtain title to the property.
- 3.4 Delivery of Notice Has No Effect on Land Restriction. The Notice is for information purposes only. Any Tribe inactions or actions taken pursuant to such a Notice do not constitute Tribe approval of any particular use and are not a waiver by the Tribe of any rights it has to enforce compliance with this Land Restriction.

4. MISCELLANEOUS

- 4.1 Amendment. Any amendment to this Land Restriction by an Owner of the Property shall require the approval and consent of the Tribe and be recorded in the same manner as this Land Restriction agreement. However, other use restrictions may be placed on the Property so long as they do not conflict or contravene this Land Restriction agreement.
- 4.2 Severability. If any provision of this Land Restriction is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall survive and their validity, legality and enforceability shall not in any way be affected or impaired.
- 4.3 Homestead Waiver. This Land Restriction is prior and superior to any Owner right to a homestead exemption under applicable law. Owners of the Property waive their homestead rights to extent that they are in conflict with the rights and remedies set out in this Land Restriction.
- 4.4 Governing Law. This Land Restriction shall be governed in accordance with Oregon law. Nothing contained herein shall be construed as a waiver of the sovereign immunity of the Confederated Tribes of the Grand Ronde Community of Oregon.
- 4.5 Notice of Foreclosure. A lender shall give the Tribe sixty (60) days' notice of its intent to foreclose upon its mortgage or to accept a conveyance of the property in lieu of foreclosure. During the sixty (60) day period, the Tribe, its successors, or assigns, shall have the right, but not the obligation, to purchase the mortgage for the amount due hereunder (including applicable expenses) and in such event, the lender shall deliver to the purchaser such assignments and other evidentiary documents as the purchaser shall reasonably request.
- 4.6 Termination of Land Restriction (Foreclosure). If a lender acquires the property by foreclosure or by deed in lieu of foreclosure under its mortgage, after giving the Tribe the required sixty (60) day notice, the rights and restrictions contained in this land restriction shall terminate and the property shall become free from the rights and restrictions in this land restriction. Notwithstanding the foregoing, the land restriction terminates only if the action is not for the purpose of avoiding low-income affordability restrictions.

Executed as of the date first written above.

OWNER(S):

[Signature] (Signature) 10/6/25 (Date)

ReAnnon M. Jones

[Signature] (Signature) 10-6-25 (Date)

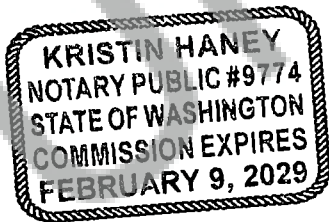
Daniel C. Morris

State of WASHINGTON

County of CLARK

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that on this 6 day of OCTOBER, 2025, ReAnnon M. Jones and Daniel C. Morris, known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged the said instrument to be their free and voluntary act and deed for the purposes therein set forth.

WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Before Me: [Signature]

Notary Public for the State of Washington

My Commission Expires: 2.9.29

Concurred in by the Grand Ronde Housing Department:

Tribe: Confederated Tribes of Grand Ronde Community of Oregon

Signature: [Signature] Date: 10-1-2025
Shonn Leno, Housing Department Manager

STATE OF OREGON

County of Polk

I, the undersigned, a Notary Public, duly commissioned and sworn, in the county and state aforesaid, do hereby certify that on this 1st day of October, 2025, personally appeared before me the above named, **Shonn Leno**, Department Manager for the Housing Department of the Confederated Tribes of Grand Ronde, the entity that executed the foregoing instrument, proved to me based on satisfactory evidence to be the same person whose name is subscribed to the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Before me: [Signature]

Notary Public in and for the State of Oregon

My Commission Expires: May 9, 2026

